

Purchasing Conditions of Bionorica SE

1. Field of Application

- (1) These purchasing conditions apply to all business transactions of the firm Bionorica SE with our suppliers. They also apply to all future offers, deliveries and other services, even if they are not agreed separately once more.
- (2) The terms and conditions of business of our suppliers or third parties shall not apply, even if we do not separately object to their application in an individual case. Even if we refer to a document containing the terms and conditions of business of the supplier or a third party, or which refers to such conditions, this shall not be deemed to be our agreement to the validity of such terms and conditions of business. The confirmation or execution of our order is deemed to be acceptance of these purchasing conditions

2. Orders

- (1) Our orders are binding if they are placed in writing or have been confirmed by us in writing. Insofar as our orders do not expressly state an alternative binding period, we are bound by them for a period of one week beginning from the date of the respective order. The determining factor for punctual acceptance is the time of receipt of the declaration of acceptance by us.
- (2) We are entitled at all times to change the time and location of the delivery by means of written notification with a period of notice of at least 14 days before the agreed delivery date. This also applies to changes to product specifications insofar as these can be implemented by the supplier without unreasonable additional outlay, although in such cases the notification period according to the above sentence is at least 28 days. We shall reimburse all reasonable costs incurred by the supplier as a result of the change upon the provision of appropriate evidence. The supplier shall notify us of the additional costs that are to be expected within a period of 5 workdays from the date of our amendment notification and shall only carry out the changes if we do not submit an objection to the additional costs within a period of a further 3 workdays.
- (3) Deviations from the content of our order and subsequent changes to the contract shall only be deemed to have been agreed if we have expressly confirmed them in writing.

3. Prices, Terms of Payment, Invoice Details

- (1) The price shown in the order is binding. Unless otherwise agreed in writing, the price stated in the order includes the cost of packaging, delivery and transport to the delivery address stated in the order.
- (2) Insofar as in exceptional circumstances it is agreed that the agreed price does not include the packaging and the remuneration for the packaging is not expressly stated, this shall be charged at the net cost price, evidence of which is to be provided.
- (3) Unless otherwise expressly agreed in writing we shall effect payment within a period of 30 days of delivery of the goods and receipt of the invoice with a discount of 3%, or within 60 days net.
- (4) In all acceptances of our orders, order confirmations, delivery documents and invoices, as well as all other correspondence associated with the order, our order number, the date of our order, the article no., delivered quantity and delivery address are to be stated. Insofar as one or more of these details are missing and this results in a delay in processing the order by us, the payment period referred to in paragraph (3) shall be extended accordingly.
- (5) In the case of payment arrears we shall be liable for default interest to the level of five percentage points above the base lending rate according to §247 of the German Civil Code.

4. Delivery Period and Delivery, Transfer of Risk, Retentions of Title

- (1) The delivery periods and deadlines stated in our order are binding. They begin on the date of our order and are to be understood to include the date of receipt at the delivery address. Premature deliveries, deliveries outside the goods acceptance times stated by us, as well as part and multiple deliveries, are only permitted with our agreement. Additional expenses incurred as a result of such deliveries shall be refunded by the supplier. The supplier shall notify us without delay upon becoming aware of delays to delivery. Part and residual deliveries are to be designated as such.
- (2) In the case of delays to delivery we shall have a full and unrestricted right to the claims stipulated by law, including the right of withdrawal and a claim for damages instead of the service after an appropriate period of grace has elapsed without success.
- (3) In the case of delays to delivery and the submission of a prior written warning we are entitled to demand from the supplier a contractual penalty amounting to 0.5% - and not more than 5% - of the respective order value.
- (4) Insofar as it is agreed in exceptional cases that we are to bear the freight charges, the supplier shall select the means of transport

stipulated by us, or where no means of transport is specified the least expensive method of transport and delivery for us.

- (5) The risk is only transferred to us - even where shipment has been agreed - when the goods have been handed over to us at the agreed delivery address.
- (6) The supplier's retentions of title shall only apply insofar as they refer to our payment obligation for the respective product to which the supplier's retention of title refers. Extended or prolonged retentions of title are not permitted.

5. Warranty; Product Liability

- (1) In the case of defects we shall have an unrestricted right to assert the claims stipulated by law. Contrary to statutory specifications, the warranty period shall be 36 months.
- (2) For defects which cannot be readily detected during our incoming goods inspection the supplier renounces the right to the defence of late notification of defects (§377 of the German Commercial Code).
- (3) Insofar as individual random samples of a consignment are defective, we may assert claims for defects of quality against the entire consignment. In urgent cases we are entitled - after consultation with the supplier and at the supplier's expense - to rectify the defects ourselves or have them rectified, irrespective of any of the claims.
- (4) Acceptance of the goods, processing, payments and repeat orders cannot be interpreted as approval of the delivery or the renunciation of defect claims.
- (5) The supplier shall be responsible for all claims asserted on the part of third parties due to personal injury and/or property damage which result from a faulty product of the supplier, and in this respect hereby exempts us from all claims by these third parties. Insofar as we are obliged to carry out a product recall due to a fault in a product supplied by the supplier, the supplier shall refund to us all of the costs associated with the product recall.

6. Spare Parts

Suppliers of machines, vehicles and other objects requiring spare parts shall stock spare parts for the products supplied to us for a period of at least 10 years from the date of delivery of the product, and shall supply such spare parts to us as necessary.

7. Industrial Property Rights of Third Parties

Independently of negligence the supplier shall be liable for ensuring that the items supplied and their use do not infringe the industrial property rights of third parties. Insofar as claims are asserted against us for a possible infringement of an industrial property right (e.g. patent, trademark, registered design rights, or copyrights), the supplier shall exempt us from all associated costs.

8. Ownership of Material Provided

Material provided by us shall remain our property. As such it is to be stored separately and may only be used for our orders. The supplier shall also be liable for depreciation in value or loss independently of negligence. The items produced with the material provided by us remain our property at the respective production stage. The supplier shall store these items for us free of charge.

9. Compliance with Laws and Non-Legal Standards

- (1) The supplier undertakes to comply with national and international standards of fair trade, as well as all relevant environmental and social standards.
- (2) The supplier also undertakes to comply with all laws, statutory regulations and other national and international rules that may apply to the provision of the supplier's services, especially to comply with general minimum wage (German Minimum Wage Law – MiLoG) provisions. The supplier fully releases Bionorica from any liability arising from a breach when first so requested (e.g. § 13 MiLoG and §§ 14 AentG).

10. Place of Performance, Place of Jurisdiction, Applicable Law

- (1) The place of performance for supplies and services is the delivery address specified by us, or our registered office in cases of doubt or where no delivery address is specified. The place of performance for payment is our registered office.
- (2) The place of jurisdiction for all disputes is Neumarkt. We also have the right to assert claims at the supplier's location.
- (3) The legal relationships between us and the supplier are subject to the law of the Federal Republic of Germany to the exclusion of the provisions of uniform laws on the international sale of goods.

Status as of 17 February 2015